



Zearn School Account Agreement & Terms of Service 2018-2019 School Year

This Zearn School Account Agreement (or "Agreement") is between Zearn, Inc. ("Zearn") and Mountain View Whisman School District ("School Account Holder"), in Mountain View, CA, is effective on the date this contract is signed, and outlines the terms and conditions under which School Account Holder may use the services (described below).

1. Covered Schools

Zearn School Account services will be provided to the school(s) listed below:

School Name
Benjamin Bubbs School
Edith Landels School
Frank L. Huff School
Gabriela Mistral School
Mariano Castro School
Monta Loma School
Stevenson School
Theuerkauf School

2. Services

Zearn will provide the following services to the covered schools during the 2018-19 school year (through June 30, 2019):

- 2018-19 School Account services:
 - School and/or District Administrator accounts with access to administrator-level and classroom-level reports, including aggregated data and exportable data
 - Initial roster set-up, including optional Clever integration
 - Dedicated Zearn technical support throughout the year
 - Zearn onboarding and implementation guidance throughout the year
 - Where available, classroom sharing between teachers within the School Account

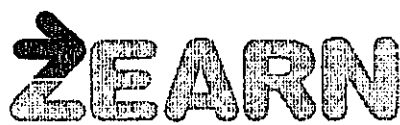
In addition to the 2018-19 services, Zearn will provide the same School Account services as above for the remainder of the 2017-18 school year (through June 30, 2018) as a complimentary offering. This is a special offer only available in this initial year of services.

3. Service Period, Fee & Cancellation Policy

The Zearn School Account service period for the 2018-19 school year begins on the day this agreement is signed, and runs through June 30, 2019. In addition to the annual service period, as a one-time offer for the initial year of services, School Account holder will receive the same School Account services (as defined in the Services section above) through June 30, 2018 for no additional charge.

The annual fee for the 2018-19 Zearn School Account(s) listed above is \$2,500 per school, or \$20,000 total. As mentioned above, as a one time offer for the initial year of service, School Account Holder will receive the Zearn School Account services through the remainder of the 2017-18 school year at no additional charge.

Once this agreement is signed, the School Account Holder is responsible for full payment. Payment is non-refundable. School Account Holder will receive an invoice in July 2018. Payment is due within 30 days of the invoice date.



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Authorization

By purchasing a Zearn School Account, I represent and warrant that I am an authorized representative of a school of students ("Covered School") with permission to enter into this Agreement on behalf of the Covered School(s), inclusive of staff members and students who will utilize the Zearn Site, Software, and Services (together, the "Zearn Resources"). I further represent and warrant that I have read, understand and accept these Terms of Service, the Terms of Use (<https://www.zearn.org/termsfuse>), and the Privacy Policy (<https://www.zearn.org/privacy>) on behalf of Covered School. The Terms of Use and Privacy Policy are hereby incorporated by reference. I further acknowledge and agree that I or my designated representatives have the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered School(s) and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

If I choose not to accept these Terms of Service, the Terms of Use, and the Privacy Policy, I understand that I may not access or use Zearn Resources. Terms not defined here have the meaning set forth in Zearn's Terms of Use and Privacy Policy.

Privacy

The Zearn School Account agreement is inclusive of Zearn's Privacy Policy. Zearn and Covered School agree to comply with all applicable federal, state and local law. In the event Covered School is subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Covered School agree as follows:

(A) Covered School appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Covered School represents and warrants that it has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Covered School's compliance with FERPA, including operating under the direct control of Covered School with respect to its use of student information provided by Covered School or its students or teachers.

Data Retention

Upon termination of this Zearn School Account Agreement or other account inactivation, Zearn will retain information provided by Covered School for a period of 180 days for School Account Holder convenience in the event of renewal or reactivation. Covered School may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

Covered School is responsible for maintaining strict confidentiality of its and its students' passwords and for any activity that occurs under its account credentials, and agrees to notify Zearn immediately if it knows or suspects there has been unauthorized use of its account or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.



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4. Terms of Service

This agreement is subject to the attached Terms of Service. In the event of any inconsistency between this Zearn School Account Agreement, including the Terms of Service, and any other written agreement entered into between Zearn and School Account Holder, this Zearn School Account Agreement will control.

5. Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the School Account Holder and Zearn agree to the terms of this Agreement.

For School Account Holder:

Name Agiado Rudolph

Title Superintendent


Signature 

Date 3/28/18

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature 

Date 2018-03-26